

**Note: If last year's food vendors haven't submitted this application, paid space rental fees by April 1 and submitted certificates of insurance by May 1, second preference for selecting food vendors will be given to those who will not duplicate major food types.**

<p style="text-align: center;"><b>TOWN OF HIGHLAND</b></p> <p style="text-align: center;">3333 Ridge Road Highland, Indiana 46322 Phone: 219-838-1080 Fax: 219-972-5097</p>	<p><b>SPECIAL EVENT FOOD VENDOR APPLICATION &amp; AGREEMENT</b></p>
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This Agreement made this \_\_\_\_ day of \_\_\_\_\_ 2007 by and between Town of Highland, Indiana, a municipal corporation (hereinafter "Town") and \_\_\_\_\_ (Business Name hereinafter "Vendor") for the purpose of providing food vendor services for Highland's Fourth of July Event at Main Square Park from 5 PM June 29, 2007 through 9 PM July 4, 2007. Food vendors shall assemble on the west side of the park on 5<sup>th</sup> Street at noon on June 28, 2007 for setting up at assigned locations within the park, electrical and water service hookups.

Main Food Item (Be specific to avoid duplication): \_\_\_\_\_  
 Have you provided food vendor services in Highland in past years? \_\_ No \_\_ Yes How many years? \_\_\_\_

Type of Space	Dimensions	Maximum Electrical Service Available	Space Rental Fee	Check Your Selection
Single Space	10' x 10'	2 Outlets 20 Amps	\$300.00	
Double Space	20' x 10'	4 Outlets 40 Amps	\$550.00	
Trailer	*	40 Amps One Line	\$550.00	

\* If you are bringing a trailer, what are the dimensions of the space needed? \_\_\_\_\_

**Equipment Information**  
*Do not reply "same as last year"*

Item	Voltage Requirement	Amp Requirement

Business Name of Vendor: \_\_\_\_\_  
 Business Mailing Address: \_\_\_\_\_  
 City, State, Zip Code: \_\_\_\_\_  
 Business Phone: \_\_\_\_\_  
 Business Cell Phone: \_\_\_\_\_  
 Business E-mail: \_\_\_\_\_  
 IRS Taxpayer Identification No. \_\_\_\_\_  
 Indiana Department of Revenue Sales Tax No. \_\_\_\_\_

Person in Charge: Name: \_\_\_\_\_  
 Cell Phone: \_\_\_\_\_

I have read and understand regulations of the Town applicable to this special event (attached and incorporated herein by reference) and I agree to comply with the regulations. I understand failure to comply with the regulations may result in expulsion from the event without a refund.

Vendor:  
 By: \_\_\_\_\_ Date: \_\_\_\_\_

Town of Highland:  
 By: \_\_\_\_\_ Date: \_\_\_\_\_

**Town of Highland, Indiana**  
**2007 Fourth of July Special Event Regulations**

**Vendor Schedule**

Thursday, June 28: Noon to 6 PM - Vendors assemble for setup, electrical and water hookups  
Friday, June 29: 5:00 PM to Midnight  
Saturday, June 30: Noon to Midnight  
Sunday, July 1: Noon to 10:00 PM  
Monday, July 2: 5:00 PM to 10:00 PM  
Tuesday, July 3: 5:00 PM to Midnight  
Wednesday, July 4: Noon - 9:00 PM

**Vendor Application, Selection & Location Assignment**

1. Historically there have been more vendor applications than space available within Main Square Park for Highland's Fourth of July Event. Less space may be available for the 2007 event because a new restroom/concession building and a larger gazebo structure have been constructed within the park. Food vendors in trailers that require 220 volt 40 amp electrical service will continue to be located along Ridge Road on the south side of the park.
1. Application and contract forms will be mailed to last year's vendors and others who have expressed interest in providing services for this event to the town manager's office.
1. Vendors will be assigned space taking into consideration electrical and water requirements; space needs; past practice and seniority of participation in Highland's Fourth of July Event.
1. First selection preference will be given to last year's food and craft vendors.
1. If last year's food vendors haven't submitted an application and paid space rental fees by April 1 or submitted certificates of insurance by May 1, second preference for food vendors will be given to those vendors on the waiting list who will not duplicate major food types.
1. Food vendors shall assemble on the west side of Main Square Park on 5th Street at noon on June 28, 2007 for setting up at assigned locations within the park, electrical and water service hookups.
1. Approval of a permit by a representative of the Lake County Health Department shall be prerequisite to commencing food sales.
1. Vendor's shall pay the space rental fee upon submission of this application and agreement. Make checks payable to the "Town of Highland". Personal checks will be accepted only if Vendor agrees that Town may cash said check at the time of submission.
1. Security for the grounds of Main Square Park will be provided by the Highland Police Department during afternoon and midnight shifts. Non-sworn personnel will provide security during day shifts from 6 AM to 2 PM.
1. The Town will provide parking immediately adjacent to the staging area for the loading and unloading of equipment. It is the Vendor's responsibility to secure off site parking for vehicles during the entire term of this Agreement.
11. This Agreement is for service rendered rain or shine. Town and/or Vendor each have a right to interrupt the performance of any duties hereunder in the event of inclement weather, safety, or any other conditions which Town or Vendor regards as hazardous. Any such interruption, postponement or cancellation of services shall not affect the Town's space rental fees specified herein.
1. Vendor shall designate a person-in-charge as his representative to be responsible for decisions necessary to complete any and all aspects of this agreement. This person shall be on-site and fully available from the beginning of load-in through the completion of load-out. This person shall have full authority to make any and all final decisions without the need to consult others in the vendor's organization. This person shall be available or accessible by a cell phone starting 24 hours prior to load-in.

1. The Town of Highland is the "Festival Sponsor" as defined in regulations governing use of Main Square Park. If vendor's person-in-charge has any issue with the Town's performance of this agreement, he or she shall contact one of the following for resolution:

Karen Ziants at (219) 972-1946 e-mail: [klzgznz68@aol.com](mailto:klzgznz68@aol.com)

or

Rose James, 219-923-9180

2. Vendor is acting as an independent contractor in the performance of his duties herein. Town is not responsible for any workman compensation insurance of any kind for Vendor or Vendor's personnel. All expenses pertaining to Vendor's personnel, including but not limited to taxes, insurance, or any other expenses regarding Vendor's employees or personnel are the sole responsibility of the Vendor.
3. NO PART OF THIS DOCUMENT MAY BE CROSSED-OUT OR OTHERWISE ELIMINATED OR MODIFIED. Should any portion of this Agreement prove to be invalid, illegal or unenforceable, it shall not affect the balance of this Agreement. This Agreement is guided by and governed by the laws of the State of Indiana and shall be the place of execution and jurisdiction.
4. Should any litigation arise between the parties hereto regarding the performance of this Agreement, the prevailing party shall be compensated for whatever damages are awarded, plus reasonable attorney's fees by the other party.
5. This Agreement is the complete understanding between the parties and supersedes and replaces all previous agreements or representations both written and oral.

### **Regulations Governing Use of Main Square Park**

1. Items may be sold only from booths. Peddlers, solicitors and itinerant merchants are denied use of the park grounds during the time of festivals.
2. All amusement rides, booths, and trailers are to be removed from the park and street by 7 pm on the day after the end of the festival.
3. A representative of the Town must be on the grounds all days of the festival and one half hour before and one half hour after the official hours. A representative must also be on the grounds during official setup and takedown hours. A representative will be designated as the "person in charge."
4. Festival tents provided by the Park Department must be used for the general public to sit under.
5. No one shall be allowed in the gazebo storage area except as authorized by the Park Director. This area will be kept locked and a key provided to the Festival person in charge.
6. A representative of the Town shall enforce any/all rules to insure a safe and secure festival area.
7. Before commencing any activity on the premises, the operator of any amusement rides shall provide a certificate of general liability insurance in limits not less than \$5 million naming the Town of Highland, its employees, agents, representatives and volunteers as "an additional insured".
8. Before commencing any activity, all other vendors granted approval to operate on the premises shall provide a certificate of general liability insurance in limits not less than \$1 million naming the Town of Highland, its employees, agents, representatives and volunteers as "an additional insured".
9. All advertising for the festival shall specify that dogs and bicycles will not be allowed on the park grounds during the festival, except for a dog assisting a blind person. Metal signs (minimum 4 provided by Town) shall be placed in the park showing "NO dogs or bikes allowed in park during festival."
10. All equipment and facility needs requested of the Parks & Recreation Department shall be made two (2) weeks in advance.
11. No set up of rides, booths or trailers may take place prior to 48 hours before the designated start of the festival. Sponsor agrees to expel any violators from the grounds.

12. Festival Sponsor shall secure sufficient portable restrooms and hand washing stations and insure that they are inspected hourly during all festival hours of operation. They are to be set up so that delivery truck does not leave paved area.
13. No set up of booths/trailers/etc. shall take place during the official festival hours.
14. Festival Sponsor shall be responsible for trash and litter removal from the park and washing down all picnic tables each day prior to the official festival hours. The festival shall also insure that litter is picked up during the official festival hours.
15. All signs from exhibitors or food booths must be attached to the booth.
16. Festival Sponsor shall be responsible to insure that NO vehicles are allowed on the park grounds except amusement rides and food trailers. Amusement ride operators may not park private cars or trucks on the park grounds. There is no overnight camping allowed on the premises by amusement ride operators, craft or food vendors.
17. The Festival Sponsor shall insure that the Festival rules include "No parking" area on 5th Street shall be used as a drop-off location only. Cars shall be in this area for no more than 20 minutes.
18. Grease and charcoal shall be placed in containers (after cooling) and then placed in the marked barrels.
19. No generators will be allowed in booths or trailers (except amusement rides which shall insure that the equipment is properly secured).
20. Fire and Health Department rules and regulations shall be included in the Festival information.
21. Festival Sponsor shall be responsible for parking lot security and for providing adequate handicap parking.
22. Festival Sponsor shall install a minimum of seven (7) temporary lights (each at different locations) throughout the food and craft area so that walking areas are illuminated.
23. Festival Sponsor shall insure that all electrical systems shall not be overloaded. Specific amperage limits must be placed on each booth and inspected by licensed electrician each evening during festival hours.
24. Festival Sponsor shall insure that any electrical hook-ups directly into the electrical systems must be made by a properly licensed electrician.
25. Food trailers are to be limited to 40 amp of service per trailer space. All trailers must have a minimum of 150' extension cord of sufficient size for amperage. No cords (electrical, water, etc.) may be left in walking area.
26. The Festival Sponsor agrees to remove any vendor that does not conform to these regulations.
27. Booths may sell only from one side of the space.
28. Event patrons shall not be directed to park on private property without the consent of the property owner.
29. Dunk tanks must be set up in a manner to restrict any chance of the public or private property being hit by a ball.
30. Insulation shall be placed under cooking heat that is within two feet of the ground to protect the grass from burning.
31. Political candidate signs are not allowed.
32. No games of chance are allowed. (Games involving "skill" are permitted).
33. Each food booth must have a 40 lb fire extinguisher.
34. All tarps that cover booths with cooking or lighting must be made of non-flammable materials and must have a label on the tarp from the manufacturer stating that it is non-flammable.
35. LP Gas containers must be installed & maintained in approved manner.

## **Fire Code Regulations Governing Special Events**

### ***A. Fire department access roads shall be provided per Article 503 of the Fire Code.***

1. Access roads shall be a minimum of 20' wide and vertical clearance of 13'6" (503.2.1)
2. Dead ends on access roads shall not exceed 150' (503.2.5). No vehicles except emergency vehicles shall be permitted on the midway during operating hours. (316.4.6)
3. Access roads shall not be obstructed with vehicles or width diminished (503.4)
4. Access roads shall be capable of supporting the load of a fire apparatus (503.2.3)

### ***B. Fire appliance shall be provided as required by the Fire Chief.***

5. Maximum travel distance throughout the midway to a fire extinguisher shall be no more than 75 feet. (316.2.3.2)
6. Fire extinguishers a minimum 40 BC shall be provided at any deep fryers on site. (316.3.2)
7. Fire extinguishers shall be provided at each internal combustion power source with a minimum 2A-10 BC rating. (316.4.4)
8. All cooking areas/canopies/tents require a fire extinguisher.

### ***C. Electrical equipment and installation shall meet the requirements of the Indiana Electric Code (675IAC 17)***

9. Extension cords shall be rated for severe service (S1 or S0).
10. Extension cords shall not create a trip hazard.
11. Lighting fixtures shall be approved for outdoor use.
12. Clip-on shielded; or unshielded lights are prohibited.
13. Exposed light bulbs shall be protected with an approved cage.
14. Electrical systems shall not exceed their designed load.

### ***D. Fuel powered equipment including power sources and generator sets***

15. Power sources shall be isolated from public contact with physical guards, fencing or enclosure. (316.4.3)
16. Fueling will only be conducted when the equipment is not in use and the tank shall have capacity to permit uninterrupted, continuous operation through out the normal operating hours. (315.4.2)
17. Generators and other internal combustion power sources shall be separated from tents and canopies by a minimum of 20 feet. (2415)
18. Flammable or combustible liquid shall be stored outside in an approved manner 50 feet from any tent/canopy and also meet the requirements of chapter 34 of the Fire Code.(2404.17.2)
19. Refueling of powered equipment shall be conducted 20 feet from any tent/canopy. (2404.17.7)

## **LP GAS SYSTEM REQUIREMENTS**

### ***E. All LP gas equipment and piping shall meet the requirements of the International Fuel Gas Code and Chapter 38 of the Fire Code. (2412.1)***

20. LP container shall have a capacity of 500 gallons or less capacity and shall be a minimum of 10' away from any structure, tent or canopy. (2412.2.1)
21. Portable LP containers, piping valves and fittings shall be adequately protected to prevent tampering, vehicle damage, or other hazards. The cylinders shall be securely fastened to prevent movement. (2412.3)
22. LP cylinders shall be located in approved locations per the Fuel Gas Code and chapter 38 of the Fire Code, and a minimum of 10' away from any tent or canopy. (2412.3)
23. Individual LP containers shall be separated per Table 3804.3 (Containers less than 125 gallons – 0 ft). LP container of less than 125 gallons water capacity shall be located so that the relief valve discharge shall not be located within 5' of access to below grade of enclosed building locations. (3809.14)

24. LP containers shall not be located within 20' of any exit, exit stair, exit access or any area used as a means of egress. (3809.14)
25. The filling connection and vent shall be not less than 10' from a mechanical ventilation air intake, sources of ignition or direct vent appliance. (3809.14)

## **CANOPY / TENTS IN GENERAL**

### **F. All canopies and tents 400 square feet and over shall comply with this Article**

26. Canopies less than 400 sq. ft. and tents less than 200 sq. ft. that are not used for cooking, are not subject to regulations under these provisions.
27. Food warming and cooking using NO open or exposed flame can be done under any tent or canopy that is flame resistant per NFPA 701.
28. Surfaces shall be shielded from public contact.
29. Tents/canopies must bear the mark or seal of the California State Fire Marshal or a label sewn into the tent that states the tent meets NFPA 701 or California State Fire Marshal rules.
30. Hinges, awning, and braces must be safety keyed. Nails shall not be used.
31. No smoking is permitted in a tent. No smoking signs shall be posted. (2406.5)

### **G. COOKING IN TENTS**

32. Cooking using open flame is permitted in a tent of 200 sq ft. and larger and a canopy of 400 sq.ft. and larger if there is a 10' separation on ALL sides. (2406.6)
33. Any cooking under any tent using commercial equipment that produces grease-laden vapors shall meet the IMC including venting. No suppression system is required. Vent pipes shall have 12" clearance from any portion of the tent/canopy. (2406.6)
34. Cooking in a tent/canopy without commercial equipment and producing grease-laden vapors requires that the tent maintain a clean surface. (2406.6)
35. Exit paths must be provided that are remote from each other. All exits from tents/canopies must meet the requirements of Table 24.10.2 of the Fire Code:

Capacity of 10-199    Require 2 exits-a minimum of 72" wide each  
Capacity of 200-499    Require 3 exits-a minimum of 72" wide each  
Capacity of 500-999    Require 4 exits-a minimum of 72" wide each

*Capacity is based on 15 sq. feet per person in tents equipped with tables and chairs.*

### **H. MARKING AND LIGHTING OF EXITS; MEANS OF EGRESS IN TENTS/CANOPIES**

36. Exit signs shall be installed in any tent or canopy with an occupant load of 50 or more. Directional signs shall be provided to clearly indicate the path of exit. (2410.6)
37. Exit signs shall be self-luminous or have two separate circuits, one of which is dedicated solely to the exit light system in any tent with an occupant load of more than 49. Emergency light can be used for this purpose for tents/canopies with an occupant load of 299 or less.
38. Battery powered emergency lights shall be provided in any tent with an occupant load of more than 100, but less than 300.
39. Two separate sources of power shall be provided to exit lights in tents with occupant loads 300 and higher.
40. The required width of exits aisles and passageways shall be maintained clear at all times to the public way. Guide wires, ropes, and other support members shall not cross the width of exit at a height of less than 8'. (2410.8)
41. Exits shall be spaced evenly around the perimeter of a tent/canopy and located such that all points are less than 100' to an exit. (403.1)
42. An emergency plan shall be developed for each tent or canopy with an occupant load of 10 or more and submitted to the Special Event Committee upon application for the permit. (403.1). For events sponsored by the Town of Highland, this is the responsibility of the Park & Recreation Department.

43. The plan shall include emergency vehicle ingress, fire & EMS protection provisions. The method of directing attendees and vehicles, vendor behavior, and parking requirements shall be spelled out in the plan. The need for law enforcement, fire, and EMS personnel shall be evaluated by the Special Event Committee before the permit is granted. (403.2)

**I. RESTROOM FACILITIES:**

44. Restroom Facilities (Portable Bathrooms) shall be provided as required by the Indiana Building Code, Chapter 29, Plumbing Systems, Table No. 2, Minimum Number of Plumbing Facilities.
45. Facilities for non-beer garden shall be figured at a ratio of 1 to 150 male and 1 to 75 female based on the anticipated occupant load of the event.
46. An adequate number of hand washing stations shall also be provided at a ratio of 1 facility for every 75 people, based on the occupant load.

**J. FIRE CODE COMPLIANCE CHECKLIST**

- Fire extinguishers shall be located and readily accessible at exits to tents, booths and vendor facilities. An 8 pound fire extinguisher rated at 2A-10BC, shall be provided for all cooking areas except deep fat frying. A fire extinguisher K-rated is recommended for all deep fat frying areas.
- Adequate exiting and escape paths shall be provided as determined by the Fire Chief or his designee.
- Fire retardant and/or flame resistant documentation is required for all tents, canopies, fabric, decorations, etc.
- Physical guards, fencing or enclosure shall be provided around solid fuel cooking sites and generators, including vehicular mounted generators.
- LP or other gas cylinders shall be stored in an upright position and secured to prevent accidental tipping. (10' minimum separation from tents).
- Good general housekeeping shall be maintained.
- Exit paths shall be clear of tripping hazards and obstructions.
- Minimum distance requirements to adjacent tents and structures, cooking appliances, open flames, generators, shall be adhered to.
- Temporary lighting systems must be approved.
- Chair and table spacing requirements must be met.
- No-smoking signs posted under all tents.
- Emergency/Exit lighting requirements apply.

**Drawing Presenting Suggested Location of Various Appliances for Tents  
Prescribed by the Indiana Fire Prevention Codes**

